

BILL NO. 46-2007

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND THE EASTER SEALS OF EASTERN PENNSYLVANIA FOR PREMISES KNOWN AS "CAMP LILY".

WHEREAS, the City of Reading is the legal owner of certain property known as "Camp Lily" (mailing address of 10 List Road, Reading, PA 19606) as set forth in the attachment; and

WHEREAS, the City of Reading has previously allowed said property to be used by the Easter Seals of Eastern Pennsylvania and intends to enter into a lease pursuant to the terms set forth in attachment; and

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and the Easter Seals of Eastern Pennsylvania for property known as "Camp Lily" as set forth in the attachment.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted June 25, 2007

[Signature]
President of Council

Attest:

[Signature]
City Clerk

Submitted to Mayor: [Signature]

Date: 6-26-07

Received by the Mayor's Office: ms

Date: 6-26-07

Approved by Mayor: [Signature]

Date: 6/26/07

Vetoed by Mayor: _____

Date: _____

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 25th day of June, A. D. 2007. Witness my hand and seal of the said City this 27th day of June, A. D. 2007.

[Signature]
CITY CLERK

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, effective as of this ____ day of _____ 2007 ("**LEASE**"), by and between the **CITY OF READING**, a municipal corporation of the Commonwealth of Pennsylvania ("**LESSOR**");

AND

EASTER SEALS OF EASTERN PENNSYLVANIA (a Pennsylvania Corporation), ("**LESSEE**");

WITNESSETH:

WHEREAS, **LESSOR** is the fee owner of certain real property being, lying and situated in Lower Alsace Township, Reading, Berks County, Pennsylvania, commonly known as "Camp Lily," with mailing address of 10 List Road, Reading, PA 19606, and as approximately depicted in attached Exhibit "A" and being a part of PIN 531702762194 (the "Premises");

WHEREAS, **LESSOR**, for many years, has granted **LESSEE** permission to use the Premises for, among other things, organizing and operating a summer camp for children;

WHEREAS, **LESSOR** and **LESSEE** desires to formalize the terms and conditions of said agreement in this **LEASE**;

WHEREAS, **LESSOR** and **LESSEE** desires to **LEASE** the Premises on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **LESSOR** and **LESSEE**, intending to be legally bound, hereby agree as follows:

1. PREMISES:

LESSOR hereby leases to **LESSEE**, and **LESSEE** hereby rents from **LESSOR**, upon and subject to the terms and conditions hereof, all that certain parcel with any improvements, including but not limited to a swimming pool, an enclosed activity building, two open pavilions with picnic tables and benches, bathrooms, changing rooms, a swing set and other playground equipment, and rabbit hutch/pen, commonly known as "Camp Lily," with mailing address of 10 List Road, Reading, PA 19606, and situate in Lower Alsace Township, Reading, Berks County, Pennsylvania, as approximately depicted in attached Exhibit "A" and being a part of PIN 531702762194.

2. TERM:

This **LEASE** shall be for an initial term of 99 year(s) beginning on the 1st day of July, 2007, and continuing until the 30th day of June, 2106.

3. RENT:

(a) The **LESSEE** shall pay to the **LESSOR** the sum of one dollar (\$1.00) annually, the receipt and sufficiency of which is hereby acknowledged by **LESSOR**, on or before the 1st day of each year during the term on this **LEASE**. Said payment shall be payable to the City of Reading, at City Hall, 815 Washington Street, Reading, Pennsylvania 19601-3690.

(b) In the event **LESSEE** fails to make payment when due, **LESSOR** shall notify **LESSEE** in writing, via first class mail, return receipt requested. **LESSEE** shall be granted fifteen (15) days after receipt of the written notice to make said payment.

4. USE OF PREMISES:

(a) **LESSEE** shall use, occupy and be permitted to organize and operate a day camp for children (Monday through Friday 9:00 A.M. to 4:00 P.M.) for approximately six (6) weeks every summer beginning on or about July 4th and ending mid-August. **LESSOR** understands and agrees that the dates and times of the camp may vary from year to year; however, the camp shall not exceed 10 hours per day and 12 weeks per year.

(b) **LESSEE** shall further be permitted to organize and use the Premises for a sleep over on the last night of camp each year.

(c) **LESSEE** shall have building access for storage year round.

(d) **LESSEE** shall be permitted to hold holiday parties and conduct other activities during the year regardless whether camp is in session.

5. UTILITIES:

(a) **LESSOR** shall be solely responsible to pay directly any and all heating and electric costs associated with the Premises. **LESSOR** is further responsible for the maintenance and repairs of the Premises as set forth in Section 6.

(b) **LESSEE** shall be solely responsible to pay directly any and all telephone and computer terminal costs associated with the Premises, including without limitation, installation and maintenance as set forth in Section 6. **LESSEE** shall be solely responsible for costs of any and all current or future alarm systems on the Premises.

6. MAINTENANCE AND REPAIRS:

(a) **LESSOR** shall be solely responsible for and/or make any repairs to: (i) the heating and electrical systems located on or within the Premises; (ii) the general upkeep of the Premises, including but not limited to the buildings, grounds, outer areas, and grass; (iii) the emptying of the septic system; (iv) the removal of garbage; (v) mowing lawns; (vi) removing snow; and (vii) turning on/off the water in the spring and fall.

(b) **LESSEE** shall be solely responsible for maintenance and/or make any repairs to: (i) the swimming pool; (ii) the telephone and computer terminal connections; and (iii) the building alarm system or other security services.

(c) During the term of this **LEASE**, **LESSOR** shall permit **LESSEE** to repair the Premises for **LESSEE**'s camp by allowing each spring, **LESSEE**'s staff and volunteers to enter the Premises to, among other things, paint, plant and clear debris.

(d) The **LESSEE**, at its own expense, shall keep the Premises in a safe, sanitary and sightly condition, in good repair, and shall restore and yield them back to the **LESSOR** upon the termination of this **LEASE** in such condition and repair, ordinary wear and tear excepted.

7. ALTERATIONS, ADDITIONS AND IMPROVEMENTS BY LESSEE:

(a) **LESSEE** will not cause or permit any changes, alterations, repairs, painting or staining on any part of the Premises, including any furnishings or equipment belonging to **LESSOR**, nor to permit to be done anything that will damage or change the finish or appearance of the Premises or any furnishings or equipment owned by **LESSOR**, unless approved by the **LESSOR**.

(b) **LESSEE** will not further cause or permit any nails or any other things to be driven in any portion of the Premises, or any signs to be affixed either to the exterior of the Premises, unless approved by the **LESSOR**.

(c) Notwithstanding Section 7(a) and 7(b), **LESSOR** understands that other volunteer groups may paint murals, plant flowers and do other things to improve the Premises and **LESSOR** shall approve the same if reasonable and no damage results.

(d) Any and all improvements to said Premises by the **LESSEE**, or done by others at the request of the **LESSEE**, shall remain on the Premises and become **LESSOR**'s upon termination of this **LEASE**.

(e) **LESSEE** agrees to pay the cost of repairing any damage that may be done to the Premises, furnishings or fixtures by any act of the **LESSEE** or any of **LESSEE**'s employees or agents or anyone visiting the premises upon the invitation of **LESSEE**. It is expressly agreed that the **LESSOR** shall determine whether any such damage has been done, the amount of that damage and the reasonable cost of repairing that damage, and whether it is one for which, under the terms of this agreement, **LESSEE** is to be held

responsible. Notwithstanding the forgoing, **LESSEE** shall be permitted to have the statement setting forth the amount of damages reviewed by a trade professional of its choice to determine the reasonableness of the charge. In the event a dispute arises over the reasonableness of such costs and expenses, **LESSEE** shall not be deemed in default under this **LEASE** until ten (10) days after the dispute has been resolved.

8. PERSONAL PROPERTY

The **LESSOR** reserves the right after termination of this **LEASE** to remove from the Premises all effects remaining there and to store them wherever it sees fit in its name, or at its option in the name of the **LESSEE**, but at the cost, expense and risk of the **LESSEE**, and **LESSOR** shall not be liable in any way to **LESSEE** on account of removing and storing any effects.

9. ACCESS TO PREMISES:

LESSOR may enter the Premises, without entering causing or constituting a termination of the privilege or an interference for the possession of the Premises by **LESSEE**, and do all things necessary to restore the Premises to the condition required, charging the relevant cost and expense to the **LESSEE** and **LESSEE** agrees to pay **LESSOR**, in addition to the charges reserved, all costs and expenses. Notwithstanding the forgoing, **LESSEE** shall be permitted to have the statement setting forth the amount of such costs and expenses review by a trade professional of its choice to determine the reasonableness of the charge incurred by the **LESSOR**. In the event a dispute arises over the reasonableness of such costs and expenses, **LESSEE** shall not be deemed in default under this **LEASE** until ten (10) days after the dispute has been resolved.

10. RESTRICTIONS:

(a) The **LESSEE** shall not bring or permit anyone to bring onto the Premises or to keep there anything that will increase the fire hazard or the rate of insurance on the Premises or any property thereon.

(b) **LESSEE** shall not bring or permit any person to bring into the Premises any animals or any other property that are not a part of **LESSEE'S** programs or other activities, without **LESSOR's** consent. Such consent shall not be unreasonably withheld.

(c) **LESSEE** shall not place or put up any decorations that are not a part of **LESSEE'S** programs or other activities, without **LESSOR's** consent. Such consent shall not be unreasonably withheld. included

(d) The **LESSOR** reserves the right at any time to require **LESSEE** to remove from the Premises any animals, furniture, fixtures, wiring, exhibits, or any other things placed there or to be permitted to be placed there that are not a part of **LESSEE'S** programs or other activities.

(e) Notwithstanding Section (10)(b) above, **LESSEE** shall be permitted to provide programs and activities for camp participants that include animals. **LESSEE** may bring said animals onto the Premises without obtaining **LESSOR'S** prior consent.

(f) Notwithstanding Section (10)(b) above, **LESSEE** shall be permitted to bring and maintain the camp rabbit on the Premises.

(g) Notwithstanding Section (10)(c) above, **LESSEE** shall be permitted to place or put up any decorations that are a part of **LESSEE'S** programs or other activities, without obtaining **LESSOR's** prior consent.

11. CONTROL:

In renting the premises, **LESSOR** does not relinquish the right to control the management of the Premises, and to enforce all necessary and proper rules for the management and operation of the same.

12. INSPECTION:

The **LESSEE** stipulates that **LESSEE** has examined the Premises prior to the execution of this **LEASE** and is satisfied with the physical condition of the Premises, and **LESSEE's** taking possession shall be conclusive evidence of its receipt of the Premises in a safe, sanitary and slightly condition and in good repair.

13. RESPONSIBILITY AND INDEMNITY:

(a) The **LESSEE** shall only assume all risks, based on or arising out of, the use and occupancy of the Premises for agency activity and shall only be responsible for all accidents or injuries of any nature to persons or property caused by its operations at the Premises. **LESSOR** shall assume and be responsible for all risks, based on or arising out of: (i) all accidents or injuries of any nature to persons or property not caused by **LESSEE's** operations at the Premises; (ii) the negligence or willfulness conduct of **LESSOR** and its employees, agents or contractors, or (iii) **LESSOR's** breach of its obligations under this **LEASE**.

(b) **LESSEE** shall indemnify, defend upon request and hold **LESSOR**, its employees and agents harmless from and against all costs, damages, claims, liabilities and expenses (excluding attorneys' fees), losses and court costs suffered by or claimed against **LESSOR**, directly or indirectly, based on or arising out of, in whole or in part, the use and occupancy of the Premises for **LESSEE'S** activities. **LESSOR** shall indemnify, defend upon request and hold **LESSEE**, its employees and agents harmless from and against all costs, damages, claims, liabilities and expenses (excluding reasonable attorney's fees), losses and court costs suffered by or claimed against **LESSEE**, directly or indirectly, based on or arising of: (i) any occurrence not caused by **LESSEE's** operations at the Premises; (ii) the negligence or willfulness conduct of **LESSOR** and its employees, agents or contractors, or (iii) **LESSOR's** breach of its obligations under the **LEASE**.

(c) The **LESSOR** assumes no responsibility for any property placed in the Premises.

14. INSURANCE:

The **LESSEE** shall carry, at its own expense, with a company satisfactory to the **LESSOR** and authorized to do business in the Commonwealth of Pennsylvania, the following insurance coverage, and shall furnish the **LESSOR** certificates of the coverage which include **LESSOR** as an additional insured: (i) Property Damage insurance in the amount of \$_____; and (ii) public/general liability insurance (including coverage for sexual abuse) with the limit in the amount of \$1,000,000.00 for any one accident. The **LESSOR** is to be made a coinsured with the **LESSEE** on this insurance and the insurance policy is to contain a rider requiring that the **LESSOR** be notified _____ days in advance of any change or termination of the insurance policies.

15. CASUALTY:

In case the Premises covered by this **LEASE** be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this **LEASE** by the **LESSOR** impossible, then the term of this **LEASE** shall end **UNLESS** the **LESSEE** elects to reconstruct and/or restore the Premises for continued use pursuant to the terms of this **LEASE**.

16. ASSIGNMENT AND SUBLETTING:

The **LESSEE** shall not assign this **LEASE**, nor suffer any use of the Premises other than originally intended without the prior written consent of the **LESSOR**. The **LESSEE** shall not sublease the Premises unless prior approval by the **LESSOR** is obtained in writing.

17. COMPLIANCE WITH LAWS:

The **LESSEE** agrees that all persons, employees, or agents connected with the purposes for which the Premises are rented shall comply with all laws of the United States, Commonwealth of Pennsylvania, and all ordinances / resolutions of the applicable municipality/borough.

18. NOTICES:

Any notice required to be sent shall be in writing and shall be mailed to the respective parties by posting it in the United States mail at the following addresses:

LESSOR:

City of Reading, Department of Law
Rm. 2-54, 815 Washington Street
Reading, PA 19601

LESSEE:

Easter Seals of Eastern Pennsylvania
Attn: Deborah F. Hill
1501 Lehigh St., Suite 201
Allentown, PA 18103

19. GOVERNING LAW AND VENUE:

This **LEASE** shall be construed in accordance with the law of the Commonwealth of Pennsylvania and the courts of Berks County, PA shall have jurisdiction of any dispute.

20. PARTIES:

This **LEASE** and all provisions shall be binding and inure to the benefit of the heirs, executors, administrators, successors, and assigns of both parties.

21. CAPTIONS:

The captions preceding the Paragraphs of this **LEASE** are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this **LEASE** nor in any way affect this **LEASE**.

22. SEVERABILITY:

If any provision of this **LEASE** shall be deemed to be invalid or unenforceable, the remainder of the provisions of this **LEASE** shall not be affected thereby and each and every provision of this **LEASE** shall be enforceable to the fullest extent permitted by law.

23. INTERPRETATION:

As used in this **LEASE** and when required by context, each number (singular or plural) shall include all numbers, and each gender shall include all genders. The term "person" as used herein means person, firm, association, or corporation, as the case may be. This **LEASE** was prepared and negotiated by the parties hereto and all clauses of this **LEASE** as an entirety shall be so construed regardless of, and without prejudice to, the party who actually memorializes this document in final form.

24. AMENDMENT:

No alteration, amendment, change or addition to this **LEASE** shall be binding upon **LESSOR** or **LESSEE** unless reduced to writing and signed by each party.

25. ENTIRE AGREEMENT:

This **LEASE** constitutes and expresses the whole **LEASE** of the parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof; all prior promises, undertakings, representations, agreements, understandings and arrangements are null and void unless in writing as part of this **LEASE**.

IN WITNESS WHEREOF, **LESSOR** and **LESSEE** do hereby execute this Agreement as of the date set forth above by their duly authorized representatives.

CITY OF READING

EASTER SEALS OF EASTERN PA

By: _____
THOMAS M. McMAHON
MAYOR

By: _____

Attest: _____
CITY CLERK

Attest: _____